CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000007022 Parro's Gun Shop & Police Supplies Inc 95 US Rte 2 Waterbury VT 05676 USA

Contract ID		Page
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Contract Dates		Origin
06/17/2009 to 06	/17/2011	CPŠ
Description:		Contract Maximum
CPS-BODY ARMO	OR	\$99,999,990.00
Buyer Name	Buyer Phone	Contract Status
Smith,Steven D	828-4681	Approved

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	BODY ARMOR	EA	447.00000	0.00	0.00

MFR: PACA MODEL RTH2+D+. THREAT LEVEL II

MUST CONFORM TO NIJ 0101.04 V50 RATING: 1749 FPS 9MM

OPTIONS PRICING:

1).

a. Extra SVS CARRIER SYSTEM: \$79.00/EA

b. Multi-Assignment Carrier: \$129.00/EA

c. Carry Bag: \$45.00/EA

d. T-shirt: \$25.00/EA

e. "Blade Plate": \$69.00/EA

f. Steel Trauma Plate: \$21.00/EA

g. Taser proof liner: \$65.00/EA

2). Multi-threat first responder option:

a). Upgrading the ballistics to Level IIIA: \$854.00/EA

Includes the following:

10x12 Level IV ballistic plate. Drag Straps, Tags, Front & Rear

Taser proof liner: \$115.00

T.A.C. carrier system to fit existing body armor: \$139.00/EA

3). K-9 Level II vest, custom fit: \$599.00/EA

MEASUREMENTS AND FITTING

Custom Fitting

The contractor shall take individual officer measurements free of charge. Each delivered vest shall fit in accordance with stringent guidelines. Soft body armor fit guidelines are as follows:

- 1. The neck cutout of the upper portion of the front ballistic panel shall be fit so as to maintain conceal ability when worn with an open-collar uniform shirt.
- 2. The bottom edge of the front ballistic panel must be within one inch (1") of the highest waist belt (usually a duty belt) when the wearer is in a relaxed seated position.
- 3. The side edges of the front and back ballistic panels shall be fit for a one-inch (1") gap between panels during the initial custom fitting.

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	OR Buyer Phone		99,990.00

Phone #:

			Unit	Max	Max
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- 4. The bottom edge of the back ballistic panel must be within one inch (1") of the duty belt when the wearer is in a standing position.
- 5. The front ballistic panel intended for females shall be designed to closely follow the curvature of each individual female's chest. To increase comfort and wear ability it will be constructed without any seams or darts. Female vests constructed with seams or darts will be rejected.

PROXIMITY FOR FITTING

The contractor must provide personnel and/or locations in sufficient quantity and quality to adequately take measurements and make fittings at any location within the State of Vermont free of charge.

ADJUSTMENTS AND ALTERATIONS

Any vest issued that does not fit properly shall be returned to the manufacturer for alteration. All such fit adjustments shall be performed in fourteen (14) days or less. The contractor must repair or replace any and all vests that become unserviceable because of manufacturing defects during the required warranty period.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE LEVEL II & LEVEL IIIA BODY ARMOR TO THE VARIOUS LAW ENFORCEMENT AGENCIES AND POLITICAL SUBDIVISIONS WITHIN VERMONT.

CONTRACT PERIOD: JUNE 17, 2009 - JUNE 17, 2011, WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE YEAR PERIODS.

VENDOR CONTACT: HENRY PARRO TEL.#: 802-244-8401

FAX #: 802-244-5256

EMAIL: HENRY@PARROS.COM

DELIVERY: 30 DAYS ARO

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH PURCHASING AGENT

802-828-4681 FAX 802-828-2222 steven.smith@state.vt.us

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BODY ARMOR ISSUED 12/03/2008 AND VENDOR'S RESPONSE DATED 12/29/2008.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

ONTRACT

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			Unit	Max	Max
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QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER: USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER: PRODUCT ORDERED: QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
THE VI	SA PURCH	HASING CARD MAY BE USED AS A FO	ORM OF PAYMENT UNDER THIS CONTRACT	Γ.	-	

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN

RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERESTED IN PROPERTY OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title
11016	Title:
Email:	Email: